

CONSORTIUM INTERLOCAL MINORITY/WOMEN BUSINESS ENTERPRISE AGREEMENT

This AGREEMENT, entered into this _____ day of _____ 2003, by and between the City of Tallahassee and Leon County, Florida, here after referred to as the "Consortium" as represented by its authorized signatory(ies), provides as follows:

ARTICLE I

PURPOSE, FINDINGS, AND POLICY

(1) The parties to this agreement, desiring by common action to establish a uniform certification process in order to reduce the multiplicity of applications by business concerns to local governmental programs for minority business assistance, declare that it is the policy of each of them, on the basis of cooperation with one another, to remedy social and economic disadvantage suffered by certain groups, resulting in their being historically underutilized in ownership and control of commercial enterprises. Thus, the parties seek to address this history by increasing the participation of the identified groups in opportunities afforded by local government procurement.

(2) The parties find that each entity presently certifies firms for participation in the minority business enterprise programs of their agency. The parties find further that some counties, municipalities, school boards, special districts, and other divisions of local government require a separate, yet similar, and in most cases redundant certification in order for businesses to participate in the programs sponsored by each government entity.

(3) The parties find further that this redundant certification has proven to be unduly burdensome to the minority-owned firms intended to benefit from the underlying purchasing incentives.

(4) The parties agree that:

(a) They will facilitate integrity, stability, and cooperation in the local certification process, and in other elements of programs established to assist minority-owned businesses.

(b) They shall cooperate with agencies, organizations, and associates interested in providing minority business assistance to minority owned firms.

(c) It is the purpose of this agreement to provide for a uniform process whereby the minority certification status of a business concern may be determined in a singular review of the business information for these purposes, in order to eliminate any undue expense, delay, or confusion to the minority-owned businesses in seeking to participate in the minority business enterprise programs of our local jurisdictions.

ARTICLE II

LOCAL CERTIFICATION

(1) Consortium participants shall accept a certification granted by the Consortium as a valid status of minority business enterprise.

(2) Consortium participants shall certify a business concern meets the definition of minority business enterprise in accordance with the certification rules and procedures of their respective entity.

(3) All Consortium participants shall issue notice of certification decisions granting or denying certification to all other participating entities within 14 days of the decision. Such notice may be made through electronic media.

(4) No certification will be granted without an on-site visit to verify ownership and control of the prospective minority business enterprise, unless verification can be accomplished by other methods of adequate verification or desk audit assessment of ownership and control.

(5) The certification of a minority business enterprise pursuant to the terms of this agreement shall not be suspended, revoked, or otherwise impaired except on any grounds which would be sufficient for revocation or suspension of a certification with the entity of the participating organization.

(6) The certification determination of a party may be challenged by any other consortium member by the issuance of a timely written notice within ten (10) business days by the challenging member to the certifying organization's determination stating the grounds therefor:

(a) The accepted grounds for challenge shall be the failure of the certifying entity to adhere to the adopted criteria or the certifying entities' rules or procedures, or the perpetuation of a misrepresentation or fraud by the applicant firm.

(b) The certifying entity shall re-examine its certification determination and submit written notice to the applicant and the challenging organization of its findings within 30 days after the receipt of the notice of challenge.

(c) If the certification determination is overturned, the issuing entity shall submit timely written notice to the firm of its intent to revoke certification of the firm within 10 days.

(7) The Consortium is required to ensure that all executors of this agreement comply with this agreement concerning certification, reciprocity, reporting and sharing of information, training, access to records both at the city and county local levels, and the maintaining of records. It is therefore, incumbent upon the parties to this agreement that full cooperation be forthcoming in these matters set out herein and that each office shall diligently comply with its statutory duties oversight.

ARTICLE III

APPROVED AND ACCEPTED PROGRAMS – Nothing in this agreement shall be construed to repeal or otherwise modify any ordinance, law, or regulation or a party relating to the existing minority business enterprise provisions and procedures by which minority business enterprises participate therein.

ARTICLE IV

TERM. -- This agreement shall be in effect for a one (1) year period unless canceled with or without cause in writing by either party upon 30 days notice to the other party.

ARTICLE V

AGREEMENT EVALUATION -- The designated City and County officials may meet from time to time as a group to evaluate progress under the agreement, to formulate recommendations for changes, or to propose a new agreement.

ARTICLE VI

OTHER ARRANGEMENTS -- Nothing in this agreement shall be constructed to prevent or inhibit other arrangements or practices of any party in order to comply with federal law and local ordinance.

ARTICLE VII

EFFECT AND WITHDRAWAL --

(1) This agreement shall become effective when properly executed by a legal representative of the participating organizations, after approval by the governing body of each participating organization.

(2) No withdrawal shall relieve the withdrawing party of any obligations imposed upon it by law.

ARTICLE VIII

FINANCIAL RESPONSIBILITY --

(1) A participating organization shall not be financially responsible or liable for the obligations of any other participating organizations related to this agreement.

(2) The provisions of this agreement shall constitute neither a waiver of any governmental immunity under Florida law nor a waiver of any defenses of the parties under Florida law. The provisions of this agreement are solely for the benefit of its executors and not intended to create or grant any rights, contractual or otherwise, to any person or entity.

ARTICLE IX

VENUE AND GOVERNING LAW -- The obligations of the parties to this agreement are performable only within the city and the county where the participating organization is located, and venue for any legal action in connection with this agreement shall lie, for any participating organization, exclusively in the city and county where the participating organization is located. This agreement shall be governed by construed in accordance with the laws and court decisions of the local jurisdiction.

ARTICLE X

CONSTRUCTION AND SEVERABILITY – The agreement shall be liberally construed so as to effectuate the purposes thereof.

The provisions of this consortium agreement shall be severable and if any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the United States Constitution, Florida Constitution, Florida Statutes, or City or County ordinances, or the application thereof to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected hereby.

LEON COUNTY, FLORIDA

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

Date: _____

ATTEST: Bob Inzer, Clerk of Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM:

By: _____
Herbert W.A. Thiele
County Attorney

CITY OF TALLAHASSEE, FLORIDA

BY: _____
John R. Marks, III
Mayor, City of Tallahassee

Date: _____

ATTEST:

By: _____
Gary Herndon
City Treasurer-Clerk

APPROVED AS TO FORM:

By: _____
James R. English
City Attorney